

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 12th day of July, 1957 between MABEL C. CHIMENTO, a widow, hereinafter called the "seller," and HERBERT R. THOMAS and FRED A THOMAS, husband and wife, hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situated in the County of Skamania, State of Washington, to-wit:

Beginning at the intersection of the New Cape Horn Landing Road with the North line of State Road No. 8, thence following said North line of State Road No. 8, West-erly to the East line of the Old Cape Horn Landing Road, thence Northerly on said East line 200 feet; thence Easterly parallel to the North line of said State Road No. 8 to the West line of said New Cape Horn Road, thence Southerly on said West line 200 feet, more or less, to said North line of said State Road No. 8, being the point of beginning, in the Southeast Quarter of the Northwest Quarter of Section 10, Township 1 North of Range 5, East of the Willamette Meridian.

together with the equipment, business and good will thereof known as the Cape Horn Lunch. That the stock and merchandise on hand shall be inventoried at cost and paid in cash at the time that the purchasers take over under the terms of this contract with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00) of which the sum of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2500.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$7500.00) Dollars shall be paid as follows:

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The payment of the purchase price shall be paid at the rate of \$125.00 per month or more including interest at the rate of six per cent per annum the first payment to be made thirty days after the approval of this contract and transfer of the liquor license and a like payment on the same date each month thereafter.

IT IS AGREED AND UNDERSTOOD that no sale or assignment of this contract or any part thereof shall be valid without the written consent of the seller first had and obtained. In case of suit or action is commenced by the seller on this contract or any provision hereof the Court shall in addition to the ordinary Court costs allow the said seller a reasonable attorneys' fee and said Court costs.

IT IS UNDERSTOOD AND AGREED that this contract is made subject to the approval of the Washington State Liquor Control Board and the approval and the transfer of liquor licenses to the purchasers herein and if this contract is not approved and/or said liquor licenses are not transferred by said board to the purchasers that then and in that event this contract shall be at a end.

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

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3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;

4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;

2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;

2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser

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hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

Mabel C. Chimento (SEAL)

Herbert R. Thomas (SEAL)

Freda Thomas (SEAL)

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

On this day personall appeared before me Mabel C. Chimento, a widow, Herbert R. Thomas and Freda Thomas, husband and

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wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th

day of July, 1957.

Robert W. Garver
Notary Public for State of Washington
residing at Camas, Washington



No. 2219
TRANSACTION EXCISE TAX

AUG 5 1957
Amount Paid \$75.00
Mabel J. Peter
Skamania County Treasurer
By